

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335371

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
REVSPRING, INC.		03/17/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Agent		
<b>Street Address:</b>	30 South Wacker Drive, Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3801077	PS PAYSYSTEMS.NET SINCE 1980	
<b>Registration Number:</b>	3102019	MINUTEPAY	
<b>Registration Number:</b>	4248524	DATAACCESS	
<b>Registration Number:</b>	4526877	REVID	
<b>Registration Number:</b>	4526878	REVDATA	
<b>Registration Number:</b>	4526879	REVMOBILE	
<b>Registration Number:</b>	4526880	REVANALYTICS	
<b>Registration Number:</b>	4526881	REVACCESS	
<b>Registration Number:</b>	4581128	REVCALL	
<b>Registration Number:</b>	4589598	REVDOC	
<b>Registration Number:</b>	4589600	REVDESIGN	
<b>Registration Number:</b>	4589599	REVIEW	
<b>Registration Number:</b>	4593769	REVDIGITAL	
<b>Registration Number:</b>	4602354	REVPAYMENTS	
<b>Registration Number:</b>	4534221	REVSPRING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			

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TRADEMARK

**Phone:** 312-577-8265  
**Email:** kristin.brozovic@kattenlaw.com  
**Correspondent Name:** Kristin Brozovic c/o Katten  
**Address Line 1:** 525 W Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60661

**ATTORNEY DOCKET NUMBER:** 214338-59

**NAME OF SUBMITTER:** Kristin Brozovic

**SIGNATURE:** /Kristin Brozovic/

**DATE SIGNED:** 03/17/2015

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of this 17th day of March, 2015 by REVSPRING, INC., a Delaware corporation (“**Grantor**”) in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

### W I T N E S S E T H

WHEREAS, Grantor, the other Loan Parties from time to time party thereto, Grantee, and the financial institutions party thereto from time to time as Lenders have entered into a certain Amended and Restated Credit Agreement dated as of August 3, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of October 21, 2011 among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon all or substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business associated with Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule A annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

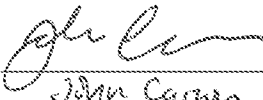
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

4. Governing Law. This Trademark Security Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

**- Remainder of Page Intentionally Left Blank; Signature Pages Follow -**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


REVSPRING, INC., a Delaware corporation

By:   
Name: John Carter  
Its: Chief Financial Officer

Agreed and Accepted  
As of the Date First Written Above:

**MADISON CAPITAL FUNDING LLC, as Agent**

By: \_\_\_\_\_



Name: Ashish Shah

Title: Director

**SCHEDULE A**

<b>Title</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
PS PAYSYSTEMS.NET SINCE 1980	77796134	8/4/09	3801077	6/8/10
MINUTEPAY	78479928	9/8/04	3102019	6/6/06
DATAACCESS	85418756	9/9/11	4248524	11/27/12
REVID	85881235	3/20/13	4526877	5/6/14
REVDATA	85881250	3/20/13	4526878	5/6/14
REVMOBILE	85881258	3/20/13	4526879	5/6/14
REVANALUTICS	85881260	3/20/13	4526880	5/6/14
REVACCESS	85881274	3/20/13	4526881	5/6/14
REVCALL	85881253	3/20/13	4581128	8/5/14
REVDOC	85881239	3/20/13	4589598	8/19/14
REVDESIGN	85881265	3/20/13	4589600	8/19/14
REVIEW	85881243	3/20/13	4589599	8/19/14
REVDIGITAL	85881270	3/20/13	4593769	8/26/14
REVPAYMENTS	85881251	3/20/13	4602354	9/9/14
REVSPRING	85699157	8/9/12	4534221	5/20/14